

## JEFFREY R. SURENIAN AND ASSOCIATES, LLC

A Limited Liability Company

Jeffrey R. Surenian, Esq. – *Member*  
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Counselors at Law

Brielle Galleria

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November 28, 2018

### **VIA UPS OVERNIGHT MAIL**

**Andrew Casais, RMC. QPA**  
Qualified Purchasing Agent  
Borough of Roselle Park  
110 East Westfield Avenue  
Roselle Park, NJ 07204

### **Re: Request for Proposals – 2019 Affordable Housing Attorney**

Dear Mr. Casais:

In compliance with the requirements set forth in the Borough's Request for Proposals for 2019 – Affordable Housing Attorney, I have enclosed one (1) original copy along with one (1) digital copy via CD of my proposal.

I am the contact person and all my contact information is set forth above in the letterhead. As can be seen from my *curriculum vitae*, attached as **Exhibit A**, I began representing municipalities over 30 years ago as Special **Mount Laurel** Counsel to Wall Township, and earned an unparalleled reputation as can be verified by the references listed in **Exhibit B**. I know of no other municipal attorney in the State of New Jersey who can come close to matching my knowledge and experience in **Mount Laurel** matters.

As to the competence of the firm, I have been included in the "Super Lawyers" list published by Thomson Reuters for the years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 within the Land Use practice area. The methodology upon which this honor is based can be found at <http://www.superlawyers.com/new-jersey>. Super Lawyers is a highly regarded peer review publication, a private organization and not a court sponsored public certification vehicle. Accordingly, no aspect of this recognition has been submitted to or approved by the New Jersey Supreme Court.

Finally, this Firm prides itself on representing municipalities not only competently, but also ethically. In this regard, I was honored with the Michael A. Pane Award for Ethics in 2009. The award reads as follows: "Conferred Upon the Attorney Who has Exemplified the Highest Standards of Ethics and Whose Work has Significantly Enhanced the Integrity of Local Government." Also, in 2015 I received the Fred G. Stickel award. The award reads as follows:

“In Recognition of Excellence in Local Government Law, Exemplary Service to the Legal Profession and to Local Government, Outstanding Community Service and Unselfish Assistance Rendered to Other Local Government Attorneys.”

Turning now to the specific criteria set forth in Roselle Park’s RFP the Submission Form is attached.

In addition, attached hereto as **Exhibit D** are the required documents/statements requested on items I - O of the RFP:


Statement of Ownership Disclosure  
Non-Collusion Affidavit.  
Affirmative Action Compliance Notice  
Mandatory Equal Employment Opportunity Language  
Americans with Disability Act of 1990  
Disclosure of Investment Activities in Iran  
Insurance Requirements and Acknowledgement Form  
Certification Regarding Political Contributions  
Copy of the respondent’s Business Certification  
Copy of W-9

***Conclusion***

In closing, the Firm is particularly well qualified to assist the Borough in all areas having to do with affordable housing. We would be happy to continue to represent the Borough’s interests should the Borough so desire.

Thank you for your consideration.

Very truly yours,

  
Jeffrey R. Surenian

JRS/js  
Attachments

**SUBMISSION FORM / QUALIFICATION STATEMENT**  
**(CONTINUED)**

(ATTACH ADDITIONAL SHEETS AS NECESSARY,  
BUT DO NOT SIMPLY ATTACH VENDOR MATERIALS  
AND TYPE/WRITE: "SEE ATTACHED")

**1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein:**

If retained, I would assign Michael A Jedziniak, Esq., to work under my supervision. In addition, the firm employs Erik C. Nolan Esq. and Michael J. Edwards, Esq. who would be available to provide assistance should that be necessary. Our educational backgrounds are as follows:

**Jeffrey R. Surenian:**

Rutgers Law School - Camden (J.D., 1983)  
Pennsylvania State University (B.A., English Literature)  
Fairleigh Dickinson University (Graduate Studies, English Literature)

**Michael A. Jedziniak:**

Seton Hall University School of Law, Newark, NJ (J.D., 2001)  
University of North Carolina (B.A., Industrial Relations/Management)

**Erik C. Nolan:**

Seton Hall University School of Law, Newark, New Jersey (J.D., 2005)  
Rutgers College, New Brunswick, New Jersey (B.A., English)

**Michael J. Edwards:**

Rutgers University School of Law (J.D., 2012)  
Fairleigh Dickenson University (B.A., Political Science)

**Christine M. Faustini:**

Emory University School of Law (J.D. 1993)  
Rutgers College, New Brunswick, New Jersey (B.A. English).

I have enclosed copies of the curriculum vitae for each attorney as Exhibit A.

***Qualifications of Michael A. Jedziniak***

If retained, I would assign Michael A. Jedziniak, Esq. primary responsibility to represent the Township's interests under my supervision. Mr. Jedziniak has worked with me since September of 2002 and is highly qualified due to his experience working almost exclusively with municipalities embroiled in Mount Laurel matters. He has worked with me to develop arguments that have defeated builder's remedy suits in Rumson, Ocean, and other municipalities.

His complete mastery of current affordable housing laws has proven invaluable in assisting me not only to achieve victories in the past, but also in proposing new laws for consideration by the Supreme Court, the Legislature, and the DCA Commissioner. His mastery of the law enables him to deal with virtually any issue that may arise making him extremely effective in the day-to-day representation of his clients. As a result of Mr. Jedziniak's responsiveness and competence, he has earned the trust and confidence of municipalities across the state.

Mr. Jedziniak is currently responsible for representing the following municipalities:

**SUBMISSION FORM / QUALIFICATION STATEMENT**  
**(CONTINUED)**

(ATTACH ADDITIONAL SHEETS AS NECESSARY,  
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<b>Atlantic County</b>	Northfield
<b>Bergen County</b>	Hackensack, Franklin Lakes, Englewood Cliffs
<b>Cape May County</b>	Wildwood Crest, Stone Harbor
<b>Essex County</b>	Cedar Grove, South Orange
<b>Gloucester</b>	Woolwich
<b>Middlesex</b>	South Brunswick
<b>Monmouth County</b>	Farmingdale, Ocean, Shrewsbury, Freehold
<b>Ocean County</b>	Berkeley, Pine Beach, Ship Bottom
<b>Salem County</b>	Carneys Point
<b>Somerset County</b>	Far Hills
<b>Union County</b>	Cranford, Roselle Park, Summit

As a result of Mr. Jedziniak's responsiveness and competence, he has earned the trust and confidence of his municipal clients and municipal contacts, alike.

**SUBMISSION FORM / QUALIFICATION STATEMENT**  
**(CONTINUED)**

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**2. References and record of success of same or similar service:**

No municipal attorney has my depth of experience. I began my career as a law clerk to the Honorable Eugene D. Serpentelli, one of three trial judges appointed by the late Chief Justice Robert N. Wilentz in 1983 to implement the Mount Laurel doctrine. Since that clerkship 35 years ago, I have been fortunate not only to concentrate my practice in this area, but also to pick my client base. In contrast to other attorneys who represent both developers and municipalities, I have confined the practice of the firm to the representation of municipalities. Currently, the Firm provides quality representation, to roughly 65 municipalities in Mount Laurel matters.

No municipal attorney has achieved the success my firm has achieved in advancing the interests of municipalities and fending off developers and FSHC. I have had considerable success in fighting off developers that seek builder's remedies in court proceedings, or, when COAH was functional, "site-specific relief" – COAH's equivalent of a builder's remedy – in COAH proceedings. More specifically, I have successfully secured dismissals of builder's remedy actions by Carl Bisgaier, Esq. and Stephen Eisdorfer, Esq., arguably the two most prominent builders remedy attorneys in the state. When COAH was functional, we have also fended off many developers seeking site-specific relief in COAH proceedings.

In addition, I have spearheaded various other successes on behalf of municipal clients. On behalf of Brick Township, I developed a concept that has come to be known as "credits without controls." Through my efforts, I secured more than 400 of these credits for Brick Township and over 700 of these credits for Berkeley Township. These credits have a value of several million dollars to each municipality.

On behalf of the Townships of Cherry Hill, Toms River, Middletown, and Wayne – municipalities with fair-share quotas of more than 1,000 units each, I drafted legislation ultimately signed into law that capped the fair-share obligations of these communities at 1,000 units.

I helped the Boroughs of Manasquan and Beachwood protect their last significant vacant parcels of land from development.

On behalf of the Townships of Barnegat and Wall, I secured the first two waivers in the state from the cap on age-restricted housing.

For the Township of Holmdel, I achieved a major victory by successfully defeating the developer of Beauridge at Holmdel, who sought a development fee rebate of approximately one million dollars.

I also secured the affirmation by the Appellate Division of "temporary immunity," a procedure through which municipalities can voluntarily comply with their obligations and thereby insulate themselves from expensive builders' remedy litigation and litigation brought by non-profits such as Fair Share Housing Center. Moreover, I successfully coordinated the effort to persuade the Supreme Court to utilize this temporary immunity procedure to provide municipalities the same level of protection from Mount Laurel lawsuits in a court proceeding that they enjoyed in a COAH proceeding. See In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) (commonly referred to as "Mount Laurel IV"). This procedure enabled over 300 municipalities that had filed affordable housing plans with COAH to maintain their protections from Mount Laurel lawsuits as trial judges processed the declaratory relief actions brought by these

**SUBMISSION FORM / QUALIFICATION STATEMENT**  
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municipalities pursuant to Mount Laurel IV.

In 2015, I organized a statewide consortium that had grown to 288 municipalities at its height to obtain an expert to defend the claims of Fair Share Housing Center ("FSHC") and the New Jersey Builder's Association ("NJBA"). At that time, FSHC and the NJBA contended that the statewide obligation for municipalities for Round 3 alone was roughly 200,000 units. This consortium initially retained Rutgers University and subsequently retained Econsult Services Inc. (ESI) to assist in the defense of the unending challenges of FSHC and the NJBA following the stroke of Professor Burchell from Rutgers. But for the success in formulating this consortium, FSHC and the NJBA would have overwhelmed municipalities and the courts would have had little choice but to endorse the methodology that FSHC and the NJBA proposed that generated such stratospheric fair share quotas.

The consortium later expanded its services to challenge various decisions of trial judges that hurt the collective interest of municipalities. Those efforts have included retaining the undersigned to challenge the decision of Judge Troncone to impose a retrospective obligation for the so-called gap period. In this regard, in 2016, my firm persuaded the Appellate Division to grant an interlocutory appeal of Judge Troncone's February 18, 2016 decision to impose an obligation for "the gap", a 16 year period between June 30, 1999 and July 1, 2015. My firm then persuaded the Appellate Division to reverse the trial judge's decision. See In re Declaratory Judgment Actions Filed by Various Municipalities, Cty. of Ocean, 446 N.J. Super. 259 (App. Div. 2016), appeal granted, stay granted sub nom. In re Declaratory Judgment Actions, No. 077565, 2016 WL 5335534 (N.J. Sept. 8, 2016). Ultimately, the New Jersey Supreme Court heard a challenge to the Appellate Division's decision and authorized the imposition of an obligation for the gap, but based on standards that dramatically reduced the obligation from that advocated by Fair Share Housing Center, Inc. In re Adoption of N.J.A.C. 5:96, 221 N.J.1 (2015) ("Mount Laurel V").

In addition, I served as co-lead counsel in the fair share methodology trial before Judge Jacobson in Mercer County. That trial spanned 41 days between January and June of 2017. We had much success in persuading, Richard Reading, Judge Jacobson's expert, of the merits of our position. We also persuaded Judge Jacobson to endorse a formula that slashed FSHC's stratospheric fair share numbers in half.

The 57 municipalities in Vicinage 13, consisting of Hunterdon, Somerset and Warren Counties have also asked me to serve as lead counsel in the declaratory judgment actions these municipalities filed pursuant to Mount Laurel IV. In 2016, I accepted their invitation to represent their interests and have done so.

The Ocean County municipalities also asked me to serve as co-lead counsel in the declaratory actions brought by 13 municipalities in that county. We conducted the pre-trial discovery and were prepared to try the case. However, by the time Judge Troncone was ready to hear the case, FSHC had settled with all the Ocean County municipalities that had filed DJ Actions, except Jackson Township. My firm wrote the brief for Jackson Township. In addition, since Judge Troncone gave the Jackson attorney one week notice to try the case and since Judge Troncone's rulings would have had substantial statewide impact, I volunteered my time to assist the attorney for the Township.

Finally, South Brunswick retained my firm to represent its interests in seeking to set aside the decisions of Judge Wolfson in that case. The briefs we have written in that case may be the most read briefs we have ever written. Attorneys have thanked me for daring to expose the facts and circumstances surrounding the issuance of decisions by Judge Wolfson that hurt municipalities. Judge Wolfson issued these decisions while receiving extraordinary benefits from a developer who stood to benefit from them. Although the trial judge ruled against the Township and higher courts have declined the Township's application for an interlocutory appeal, the delays do not diminish the force of our arguments. The law is clear. The facts are jaw-dropping. The conclusion is inescapable. Once the case reaches a final judgment, we

**SUBMISSION FORM / QUALIFICATION STATEMENT**  
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will have our opportunity to pursue our appeal of the trial judge's failure to vacate Judge Wolfson's decisions.

The successes and experiences set forth above represent only a partial list of the successes my firm has achieved in helping diverse municipalities struggling with the complex burdens of addressing Mount Laurel issues.

In addition to successes referenced above, I have distinguished myself academically in this highly specialized area of the law. I authored a treatise on Mount Laurel law, which the New Jersey Supreme Court cited twice. I also co-authored a chapter on affordable housing law in a New Jersey Land Use treatise that covered a broad array of land use issues. I have lectured on a regular basis for the Institute for Continuing Legal Education, the New Jersey Planning Officials, and the New Jersey State League of Municipalities. I also lectured at Harvard University early in my career

**SUBMISSION FORM / QUALIFICATION STATEMENT**  
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**3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):**

The firm employs five full-time attorneys, Jeffrey R. Surenian, Michael A. Jedziniak, Erik C. Nolan, Michael J. Edwards and Christine M. Faustini. The firm also employs four full time support staff, one of which is a certified paralegal; one employee who has an Associate's Degree in Paralegal Studies; and another who has extraordinary paralegals skills even though she does not have a paralegal certificate or degree.

I have structured the Firm to make one attorney responsible, under my supervision, for handling all of the matters confronting each municipality. This structure ensures that the Firm addresses all issues facing the municipality and always has an experienced attorney available to provide immediate counsel. It also provides a platform for sharing the fruits of my many years of experience in this narrow field of law. Additionally, it allows the firm to provide its clients with superior services in a timely and very effective manner.



**SUBMISSION FORM / QUALIFICATION STATEMENT**  
**(CONTINUED)**

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**4. Cost details, including the annual fee for primary duties and the hourly rates of each of the individuals who will perform services, and all expenses for any work that is not included in the primary duties:**

Special Counsel shall bill the Township at the following rates:

- (a) \$185.00 per hour for all time spent by Jeffrey R. Surenian (over 30 years of experience);
- (b) \$170.00 per hour for all time spent by an attorney with at least ten years of experience as a lawyer;
- (b) \$160.00 per hour for all time spent by an attorney with less than ten years of experience as a lawyer but at least three years of intensive experience as an attorney in New Jersey affordable housing law;
- (c) \$150.00 per hour for all time spent by an attorney with less than ten years of experience as a lawyer and less than three years of intensive experience as an attorney in New Jersey affordable housing law;
- (d) \$70.00 per hour for all paralegal work.

Borough shall pay all disbursements incurred by Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls); scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Firm: Jeffrey R Surenian & Associates LLC  
Date: 11/28/18  
Authorized Representative (Print): Jeffrey R Surenian  
Signature: Jeffrey R Surenian  
Title: Managing Member  
Telephone No.: 732 612-3100  
Fax No.: 732 612-3101

# EXHIBIT A

### *Biographical Information*

Mr. Surenian concentrates his practice exclusively representing municipalities on affordable-housing matters before the Courts and, previously, before the New Jersey Council on Affordable Housing (COAH) as well. Mr. Surenian counsels municipalities seeking to comply with their Mount Laurel responsibilities, whether in the absence of a lawsuit or in the face of lawsuits by developers and/or public-interest plaintiffs. Mr. Surenian previously assisted municipalities in seeking approvals of their affordable-housing plans from COAH, typically in the face of one or more objectors; and will do so again should COAH begin to function again.

In 1983 and 1984, Mr. Surenian served as law clerk to the Honorable Eugene D. Serpentelli, J.S.C., in the first year of his appointment by former Chief Justice Wilentz as the *Mount Laurel* trial judge for the central portion of the state. Since that time, Mr. Surenian has not only distinguished himself in practice and academically in affordable housing matters, but also earned a reputation for integrity.

### *Successes In Practice*

On behalf of Brick Township, Mr. Surenian developed a concept that has come to be known as "Credits Without Controls." His success in securing approval of this new category of credits resulted in Brick Township securing over 400 credits against its fair-share obligation and Berkeley Township securing over 700 credits against its obligations – credits valued several million dollars for each municipality.

While representing the Townships of Cherry Hill, Toms River, Middletown, and Wayne – municipalities with fair-share quotas of more than 1,000 units – he crafted legislation that capped the fair-share obligations of these communities at 1,000 units.

Mr. Surenian also assisted the Boroughs of Manasquan and Beachwood in protecting their last significant vacant parcels of land from development.

For Barnegat and Wall Townships, Mr. Surenian secured the first two waivers in the state from the cap on age-restricted housing.

Mr. Surenian defeated a builder's remedy plaintiff on behalf of West Cape May based upon the Borough's claim that the site was not suitable for what the plaintiff proposed.

Mr. Surenian secured Appellate Division approval of a "temporary immunity" procedure to facilitate the ability of municipalities to comply with their fair-share obligations without the considerable burdens of builder's remedy litigation.

When COAH stopped doing its job and the Supreme Court sought to develop transitional procedures to enable COAH towns to shift to the courts, Mr. Surenian persuaded the New Jersey Supreme Court to utilize the aforementioned immunity procedure to enable these

COAH towns to pursue compliance in court with the same protections from exclusionary zoning suits they previously enjoyed at COAH.

Mr. Surenian also has had considerable success in establishing the principle that developers have an obligation to make good-faith efforts to achieve an amicable accord, prior to instituting builder's remedy suits. Indeed, at least three different judges have dismissed three different builder's remedy suits based on Mr. Surenian's success in establishing this principle.

More recently, Mr. Surenian persuaded the Appellate Division on behalf of the Township of Barnegat that the courts lacked the authority to impose an obligation for the so-called "gap period." As a result of this decision, the Appellate Division has rejected the efforts of FSHC to impose an obligation of roughly 145,000 units for the gap period alone.

These examples represent some of the successes Mr. Surenian has achieved in aiding diverse municipalities in their struggle with the burdens of Mount Laurel litigation by avaricious developers and at least one overzealous non-profit.

These successes have resulted in the recognition of his peers throughout his career. Early in his career, on April 26, 1990, he received the professional achievement Award from the Young Lawyers Division of the New Jersey State Bar Association. More recently, Mr. Surenian has been included in the "Super Lawyers" list published by Thomson Reuters for nine straight years within the Land Use practice area. The methodology upon which this honor is based can be found at <http://www.superlawyers.com/new-jersey>. Super Lawyers is a highly regarded peer review publication, a private organization and not a court sponsored public certification vehicle. Accordingly, no aspect of this recognition has been submitted to or approved by the New Jersey Supreme Court.

### *Academic Achievements*

Mr. Surenian authored *Mount Laurel II and the Fair Housing Act* (ICLE, 1987), a treatise recognized as authoritative by many jurists and cited by the New Jersey Supreme Court on two occasions. He also co-authored a chapter on affordable-housing law in a well-respected treatise entitled *New Jersey Land Use and Environmental Law* (Matthew Bender, 1993). Finally, Mr. Surenian has lectured at Harvard University and has served as a lecturer and panelist at a number of seminars instructing municipal officials and attorneys about the ever-evolving field of affordable-housing law.

### *Reputation for Integrity*

In 2009, Mr. Surenian received the Michael A. Pane, Esq. Award for Excellence in Ethics. The award reads as follows: "Conferred upon the Attorney Who has exemplified the Highest Standards of Ethics and Whose Work has Significantly Enhanced the Integrity of Local Government". In addition, in 2015, I received the Fred G. Stickel award. The award reads as follows: "In Recognition of Excellence in Local Government Law, Exemplary

Service to the Legal Profession and to Local Government, Outstanding Community Service and Unselfish Assistance Rendered to Other Local Government Attorneys.”

### *The Statewide Consortium*

Following the Supreme Court’s decision on March 10, 2015, commonly referred to as “Mount Laurel IV”, Mr. Surenian organized a statewide consortium consisting of as many as 288 municipalities at its height to gather funds to coordinate a defense to the astronomical fair share numbers that FSHC and developers asserted the New Jersey Constitution mandates. As a result of the success in organizing municipalities to pool their resources to advance their common goals, municipalities prevented FSHC and the NJBA from overwhelming the courts with expert reports supporting fair share numbers so high as to exceed the total number of units for all housing anticipated to be constructed in the state in the next ten years.

### *Current Clients*

#### Atlantic County

Township of Egg Harbor  
Township of Northfield

#### Bergen County

City of Hackensack  
Borough of Englewood Cliffs  
Borough of Franklin Lakes  
Borough of Montvale  
Borough of Park Ridge  
Borough of Ramsey  
Borough of Rochelle Park

#### Burlington County

Township of Bordentown  
City of Burlington  
Township of Mount Laurel  
Township of Willingboro

#### Cape May County

Township of Dennis  
Borough of Stone Harbor  
Township of Upper  
Borough of West Cape May  
Borough of Wildwood Crest

#### Cumberland County

Township of Upper Deerfield

#### Essex County

Township of Cedar Grove  
Township of Fairfield  
Township of Maplewood  
Borough of North Caldwell

	Borough of Roseland Township of South Orange
<u>Gloucester County</u>	Township of East Greenwich Township of Swedesboro Township of Washington Township of Woolwich
<u>Hunterdon County</u>	Township of Readington
<u>Mercer County</u>	Municipality of Princeton Township of West Windsor
<u>Middlesex County</u>	Borough of Highland Park Township of South Brunswick Borough of Sayreville
<u>Monmouth County</u>	Borough of Atlantic Highlands Borough of Fair Haven Borough of Farmingdale Township of Freehold Township of Hazlet Borough of Little Silver Borough of Manasquan Township of Ocean Borough of Rumson Borough of Shrewsbury Township of Wall
<u>Morris County</u>	Borough of Chester Township of East Hanover
<u>Ocean County</u>	Borough of Bay Head Borough of Beach Haven Township of Berkeley Borough of Pine Beach Borough of Point Pleasant Borough of Point Pleasant Beach Borough of Seaside Park
<u>Salem County</u>	Township of Carneys Point Township of Mannington Township of Pittsgrove
<u>Somerset County</u>	Borough of Far Hills
<u>Union County</u>	Borough of Berkeley Heights Township of Cranford

Borough of Kenilworth  
Borough of Roselle Park  
City of Summit  
Township of Union

Mr. Surenian also represented the New Jersey State League of Municipalities in litigation seeking to protect affordable housing trust fund money from seizure by the State. He has also served as an advisor for the League on affordable housing matters for several years.

### ***Education***

Pennsylvania State University – B.A. *Magna cum Laude*, Phi Beta Kappa, 1976  
Fairleigh Dickinson University – Graduate Studies, English Literature  
Rutgers University School of Law – Camden, New Jersey – J.D. 1983

### ***Bar Admissions***

New Jersey – 1983  
Pennsylvania – 1983



# MICHAEL A. JEDZINIAK, ESQ.

707 Union Avenue – Suite 301

Brielle, New Jersey 08730

maj@surenian.com

## EDUCATION

SETON HALL UNIVERSITY SCHOOL OF LAW, Newark, NJ  
Juris Doctorate, June 2001

UNIVERSITY OF NORTH CAROLINA, Chapel Hill, NC  
Bachelor of Arts, Industrial Relations/Management, May 1987

## RELEVANT PROFESSIONAL EXPERIENCE

- May 05 – Present    **JEFFREY R. SURENIAN AND ASSOCIATES, LLC** – Brielle, NJ  
Counsel: Works directly under Jeffrey R. Surenian to represent roughly 60 municipalities as Special Mount Laurel Counsel in proceedings before the New Jersey Council on Affordable Housing and all levels of the New Jersey Superior Court
- Sep 02 – May 05    **THE LOMELL LAW FIRM** – Toms River, NJ  
Associate Attorney: Worked directly under Jeffrey R. Surenian to represent municipalities in Mount Laurel proceedings before the New Jersey Council on Affordable Housing and the New Jersey Superior Court at trial and on appeal
- Sep 01 – Aug 02    **NEW JERSEY APPELLATE DIVISION** – Toms River, NJ  
Judicial Clerk of the Appellate Division – Honorable James M. Havey, P.J.A.D.
- Sep 92 – Jun 01    **JOHNSON INDUSTRIES** – Berkeley Township, NJ  
Legal and Environmental Director: Responsible for all in-house legal and environmental matters, including coordination of discovery, settlement negotiations, investigation, and case monitoring. Environmental duties included compliance, permitting, public relations, consultant coordination and DEP settlement negotiations

**REFERENCES:**    Furnished upon request

## **ERIK C. NOLAN**

707 Union Avenue, Suite 301  
Brielle, NJ 08730  
732-612-3100 • 732-612-3101  
EN@Surenian.com

---

### **EDUCATION:**

- 2001-2005**      **Seton Hall University School of Law, Newark, New Jersey**  
Juris Doctor
- 1986-1989**      **Rutgers College, New Brunswick, New Jersey**  
Bachelor of Arts Major: English (Minor: History)

### **PROFESSIONAL EXPERIENCE:**

- 2006 – Present**      **Jeffrey R. Surenian and Associates, LLC, Brielle, New Jersey**  
*Associate Attorney*

Jeffrey R. Surenian & Associates represents over 60 municipalities across the state in Mount Laurel proceedings before the Council on Affordable Housing (COAH) and before the courts at trial and on appeal. I am responsible for representing twenty seven municipalities. In conjunction with the representation of these clients, I perform the full range of duties associated with protecting the rights of municipalities under the Mount Laurel doctrine. These duties include, but are not limited to motion practice, assistance in planning and strategy with regard to the municipality's affordable housing obligation, helping to obtain and maintain immunity from Mount Laurel suits, protecting clients from having to do more than their fair share towards the state's housing obligation and keeping abreast of current events relating to affordable housing. Given the constant evolution of the doctrine, having a handle on current events is enormously important. I have twelve years of intensive experience in this area working with Mr. Surenian, who has over three decades of intensive experience in Mount Laurel alone.

- 1991 – 2006**      **Wilentz, Goldman & Spitzer, PC, Woodbridge, New Jersey**  
*Senior Paralegal*

Managed every aspect of a case as a paralegal from intake through final appeal in the firm's complex commercial litigation and employment law departments.

- 1989 – 1991**      **First Fidelity Bank, NA, North Brunswick, New Jersey**  
*Data Center Supervisor / Assistant Shift Manager*

Maintained one of First Fidelity Bank's data centers by supervising computer operators, counsel operators, and tape librarians, including writing performance reviews and making recommendations for promotions and salary increases.

- REFERENCES:**      **Furnished upon request**

# MICHAEL J. EDWARDS, ESQ.

707 Union Avenue – Suite 301

Brielle, New Jersey 08730

[MJE@Surenian.com](mailto:MJE@Surenian.com)

## EDUCATION

**RUTGERS UNIVERSITY SCHOOL OF LAW**, Newark, NJ  
Juris Doctorate, June 2012

**FAIRLEIGH DICKENSON UNIVERSITY**, Florham Park, NJ  
Bachelor of Arts, Political Science, May 2009

## RELEVANT PROFESSIONAL EXPERIENCE

- May 15 -Present     **JEFFREY R. SURENIAN AND ASSOCIATES, LLC** – Brielle, NJ  
Counsel: Worked directly under Jeffrey R. Surenian to represent over 65 municipalities in Mount Laurel proceedings before the New Jersey Council on Affordable Housing and the New Jersey Superior Court at trial and on appeal.
- Nov 12-May 15     **BELL, SHIVAS & FASOLO** – Rockaway, NJ  
Associate Attorney: Worked directly under Joseph J. Bell to represent municipalities in various proceedings. Practiced in other diverse areas of civil and criminal law.
- Feb 11 – Aug 11     **NEW JERSEY SUPERIOR COURT** – Middlesex County, New Brunswick, NJ  
Judicial Intern, Middlesex Superior Court -- Honorable James Hyland, J.S.C.
- May 11- Sept 11     **R-SQUARED, INC.** – Princeton, NJ  
Healthcare/Legal Consultant and Business Analyst: Researched the Sunshine Act and state healthcare spend legislation in order to perform consultant services for Shionogi Inc. on R-Squared's behalf. Obtained and recorded company spending information contained within various Shionogi Inc. databases. Documented the information discovered during the consultation process, and prescribed R-Squared recommended practices for proper aggregate spend reporting, and compliance on both the federal and state levels.

## BAR ADMISSIONS

New Jersey – 2013

New York – 2013

U.S. District Court for the District of New Jersey - 2013

**REFERENCES:**     Furnished upon request

# CHRISTINE M. FAUSTINI

707 Union Avenue, Suite 301  
Brielle, NJ 08730  
732-612-3100 • 732-612-3101  
CMF@Surenian.com

## EDUCATION:

Emory University School of Law, Atlanta, Georgia  
Juris Doctorate – 1993  
Rutgers University, New Brunswick, New Jersey,  
Bachelor of Arts - English 1990

## PROFESSIONAL EXPERIENCE:

**2018**                      **Jeffrey R. Surenian and Associates, LLC, Brielle, New Jersey**  
*Associate Attorney*

Worked directly under Jeffrey R. Surenian to represent approximately 65 municipalities concerning their responsibilities under what is commonly referred to as the Mount Laurel doctrine.

**Nov 2017 – Nov 2018**              **The Walkow Law Office, Oakhurst, New Jersey**

Represented clients in purchase and/or sale of residential real estate and in matters related to such purchase or sale.

**April 2016 to April 2017**      **Hill Wallack, LLP, Princeton, New Jersey-Associate Attorney**

Land Use Solutions Department. Represented clients in the resolution of land use related matters; obtained land use application approvals; litigated land use issues. I was not involved in law suits arising from the Mount Laurel IV decision due to my previous representation of municipalities.

**March 2015 – April 2016**      **Eric M. Bernstein & Associates, LLC, Warren, New Jersey – Associate Attorney**

Represented municipal governments and planning boards, including preparation of all necessary documents; attendance at meetings as the attorney for the board/governing body and participation in litigation proceedings; represented municipalities in Mount Laurel proceedings; represented the City of Passaic Redevelopment Agency

**Jan 2013 to March 2015**      **Kevin B. Riordan, Esq., LLC, Toms River, NJ-Associate Attorney**

Represented the Stafford Township Planning Board, performing all responsibilities of the Board Attorney; performed legal research in areas of municipal government law.

**June 1998-Jan 2012 – Edward F. Liston, Jr., LLC, Toms River, NJ – Associate Attorney**

Represented several municipal land use boards, including preparation of all necessary documents, attendance at meetings as the attorney for the board and participation in litigation proceedings.

## BAR ADMISSIONS

New Jersey – 1993

REFERENCES:      Furnished upon request

# EXHIBIT B

## Professional References<sup>1</sup>

Atlantic Highlands Borough (Monmouth County)

**Adam Hubeny, Administrator (732) 291-1444 x 3101**  
Borough of Atlantic Highlands  
100 First Ave.  
Atlantic Highlands, NJ 07716

Berkeley Township (Ocean County)

**Honorable Carmen Amato, Mayor (732) 244-7400 x203**  
627 Pinewald-Keswick Road  
Bayville, NJ 08721

Bordentown Township (Burlington County)

**Michael Theokas, Administrator (609) 298-2800 ext. 2102**  
1 Municipal Drive  
Bordentown, NJ 08505

Carneys Point Township (Salem County)

**David A. Avedissian, Township Attorney (856) 857-1901**  
Carneys Point Township  
303 Harding Highway  
Carneys Point, NJ 08069

Freehold Township (Monmouth County)

**Duane Davison, Township Attorney (732) 780-1100**  
Township of Freehold  
1 Municipal Plaza  
Freehold, NJ 07728

Maplewood Township (Essex County)

**Roger Desiderio, Township Attorney (973) 736-9800**  
Bendit Weinstock, P.A.  
80 Main St. - Suite 260  
West Orange, NJ 07052

North Caldwell Borough (Essex County)

**David Paris, Borough Attorney (973) 661-0710**  
Piro, Zinna, Cifelli & Paris  
360 Passaic Avenue  
Nutley, NJ 07110

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<sup>1</sup> The references include individuals with whom I have worked in conjunction with the municipality identified.

Montvale Borough (Bergen County)

**John DePinto, Planning Board Chairman (201)-570 x242**

12 Mercedes Dr.

Montvale, NJ 07645

Readington Township (Hunterdon County)

**Deputy Mayor, Betty Ann Fort (908) 534-4051**

Township of Readington

509 Route 523

Whitehouse Station, NJ 08889

Rumson Borough (Monmouth County)

**Thomas S. Rogers, Borough Administrator (732) 842-3300**

Borough of Rumson

80 East River Road

Rumson, NJ 07760

Stone Harbor Borough

**Marcus Karavan, Esq., Bor. Solicitor (609) 729-1700**

3311 New Jersey Ave.

PO Box 1310

Wildwood, NJ 08260

Summit City (Union County)

**Paul Cascais, Dir. Of Community Development - (908) 277-9431**

City of Summit

512 Springfield Ave.

Summit, NJ 07901

Union Township (Union County)

**Ronald Manzella, Administrator (908) 851-8500**

1976 Morris Ave.

Union, NJ 07083

Wall Township (Monmouth County)

**Sean Kean (732) 583-7474**

Cleary, Giacobbe, Alfieri, Jacobs LLC

5 Ravine Drive

P.O. Box 533

Matawan, NJ 07747

Woolwich Township

**Mark Shoemaker, Esq., Township Solicitor (856) 537-1226**

Law Office of Mark B. Shoemaker, LLC

66 Euclid St., Suite B

Woodbury, NJ 08096

# EXHIBIT C



## **CONTRACT FOR PROFESSIONAL SERVICES**

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by and between:

**Borough of Roselle Park, a Municipal Corporation of the State of New Jersey**  
110 East Westfield Avenue  
Roselle Park, NJ 07204

Hereinafter referred to as "**Borough**"

And: **Jeffrey R. Surenian and Associates, LLC**  
707 Union Avenue, Suite 301  
Brielle, New Jersey 08730

Hereinafter referred to as "**Special Counsel**", "**Contractor**" or "**Firm**"

### **WITNESSETH:**

1. Borough hereby appoints and employs the Special Counsel to assist the Borough and its legal counsel in helping the Borough address its responsibilities with respect to its affordable-housing obligations under the area of the law commonly referred to as the Mount Laurel doctrine.

2. Special Counsel shall bill the Borough at the following rates:

- (a) \$185.00 per hour for all time spent by Jeffrey R. Surenian (over 30 years of experience);
- (b) \$170.00 per hour for all time spent by an attorney with at least ten years of experience as a lawyer;
- (b) \$160.00 per hour for all time spent by an attorney with less than ten years of experience as a lawyer but at least three years of intensive experience as an attorney in New Jersey affordable housing law;
- (c) \$150.00 per hour for all time spent by an attorney with less than ten years of experience as a lawyer and less than three years of intensive experience as an attorney in New Jersey affordable housing law;
- (d) \$70.00 per hour for all paralegal work.

3. Borough shall pay all disbursements incurred by Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls); scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

4. Special Counsel shall bill Borough on a monthly basis. In the event that the bills exceed the amount budgeted, Borough shall either make another appropriation or advise Special Counsel to stop work immediately.

5. Borough shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Borough, which Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

**Exhibit 1**

Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27; Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17-27;

**Exhibit 2**

State of New Jersey Business Registration Certificate; Certificate of Employee Information Report; Workers Compensation and Employers Liability Policy; and Business Entity Disclosure Certification; and

**Exhibit 3**

Certificates of Good Standing for Jeffrey R. Surenian, Michael A. Jedziniak, Erik C. Nolan, Michael J. Edwards and Christine M. Faustini.

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Contract shall be in effect from January 1, 2019 to December 31, 2019.

**BOROUGH OF ROSELLE PARK**

ATTEST:

By \_\_\_\_\_, Mayor

**JEFFREY R. SURENIAN AND ASSOCIATES, LLC**

By Jeffrey R. Surenian  
Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on this 28 day of November, 2018

Jacalyn A. Springer

A Notary Public of New Jersey

My commission expires:

JACALYN A. SPRINGER  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPTEMBER 15, 2023

# **EXHIBIT 1**

**To 2019 Proposed Contract for Professional Services**

AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
GOODS AND SERVICES CONTRACTS  
(Including Professional Services)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency, to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Jeffrey R. Surenian and Associates, LLC

SIGNATURE: \_\_\_\_\_

PRINT NAME: Jeffrey R. Surenian

TITLE: Managing Member

DATE: 11/28/18

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the BOROUGH OF ROSELLE PARK (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall expeditiously forward* or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

  
\_\_\_\_\_  
Jeffrey R. Surenian, Managing Member  
Jeffrey R. Surenian and Associates, LLC

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17-27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation, and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good-faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform, in writing, its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff, to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a Goods and Services Contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO, as may be requested by the office from time to time, in order to carry out the purposes of these regulations; and public agencies shall furnish such information, as may be requested by the Division of Contract Compliance & EEO, for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



# **EXHIBIT 2**

**To 2019 Proposed Contract for Professional Services**

Certification

37658

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2012

to

15-OCT-2019

JEFFREY R. SURENIAN AND ASSOCIATES, LLC  
707 UNION AVENUE, SUITE 301  
BRIELLE NJ 08730



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JEFFREY R SURENIAN AND ASSOCIATES LIMITED  
LIABILITY COMPANY

**Trade Name:**

**Address:** 707 UNION AVENUE STE 301  
BRIELLE, NJ 08730

**Certificate Number:** 1145488

**Effective Date:** April 26, 2005

**Date of Issuance:** June 18, 2008

**For Office Use Only:**  
20080618144139309

Date:

**INFORMATION PAGE**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: The Hartford Underwriters Insurance Company  
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number:  
Company Code: 6

10456

POLICY NUMBER:  
Previous Policy Number:

13 WEC ZF3906

13 WEC ZF3906

Suffix	
LARS	RENEWAL
	9

1. **Named Insured and Mailing Address:** JEFFREY R SURENIAN & ASSOCIATES LLC  
(No., Street, Town, State, Zip Code) 707 UNION AVE. STE 301  
BRIELLE NJ 08730 ✓

FEIN Number: 27-0119443

State Identification Number(s): TIN: NJ 270119443000

The Named Insured is: LLC  
Business of Named Insured: Offices of Lawyers  
Other workplaces not shown above:

2. **Policy Period:** From 06/17/18 To 06/17/19 ANNUAL  
12:01 a.m., Standard time at the Insured's mailing address.

**Producer's Name:** COMP-CARE BROKERAGE  
1129 RARITAN ROAD  
CLARK NJ 07066

**Producer's Code:** 13651298  
**Issuing Office:** THE HARTFORD BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251  
(877) 853-2582

Total Estimated Annual Premium: \$3,874

Deposit Premium:

Policy Minimum Premium: \$325 NJ (Includes Increased Limit Min. Prem.)

Audit Period: ANNUAL Installment Term: Two Pay (60% Down+1@40%)  
The policy is not binding unless countersigned by our authorized representative.

Countersigned by Sworn & Castaneda  
Authorized Representative

05/08/18  
Date

**INFORMATION PAGE (Continued)**

Policy Number: 13 WEC ZF3906

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NJ

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

SEE ENDORSEMENT-WC 99 03 68

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
Total Standard Premium			\$3,209
Expense Constant			\$160
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$252
Catastrophe (Other Than Certified Acts Of Terrorism)			\$84
Estimated Annual Premium (before Surcharges)			\$3,705
Total Estimated Surcharges			\$169

\*See the attached Schedule(s) of Operations for Location and State Level Premium Information

Total Estimated Annual Premium:	\$3,874
Deposit Premium:	
Policy Minimum Premium:	\$325 NJ (Includes Increased Limit Min. Prem.)

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

Labor Contractors Policy Number:

NAICS: 541110  
SIC: 8111

Carrier: AmGUARD Insurance Company – A Stock Company

**THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW YOUR POLICY CAREFULLY**  
**THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND REPORTED**  
**AGAINST THE INSURED DURING THE POLICY PERIOD.**

**DECLARATIONS**

<b>[1]</b>	<b>Named Insured and Mailing Address</b> Jeffrey R. Surenian & Associates, LLC 707 Union Ave Ste 301 Brielle, NJ 08730	<b>[2]</b>	<b>Agency</b> COUCH BRAUNSDORF INSURANCE PO Box 888 Liberty Corner, NJ 07938
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<b>[3]</b>	<b>Policy Period</b> From 05/01/2018 to 05/01/2019 12:01 AM standard time at the Mailing Address of the Named Insured.
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<b>[4]</b>	<b>Limit of Liability</b> \$1,000,000 Each Claim \$1,000,000 Aggregate <b>Claim Expenses</b> - Claims expenses are in addition to the Limit of Liability
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<b>[5]</b>	<b>Deductible</b> \$5,000 Per Claim
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<b>[6]</b>	<b>Premium</b>	
	TOTAL POLICY PREMIUM	\$13,586.00
	NJ PLIGA	\$82.00
	TOTAL PAYABLE	\$13,668.00

No. of Lawyers 5

**[7] Forms Attached at Issuance**

IL 99 00 08 13 – Authorization and Attestation  
LPL 00 12 08 15 – Full Firm Prior Acts Endorsements  
LPL 00 16 08 15 – Loss Only Deductible  
LPL 00 18 08 15 – Prior Acts Exclusion  
LPL 29 03 08 15 – NJ Claim Expenses Outside of Limit of Liability  
LPL 00 00 08 15 – Lawyers Professional Liability Coverage  
LPL 29 01 08 15 – New Jersey Changes  
LPL DEC 03 18 – Policy Dec  
LPL WEL LET – Welcome Letter

By acceptance of this policy, the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all the agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

**BOROUGH OF ROSELLE PARK**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant to N.J.S.A. 19:44A-20.8

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jeffrey R. Surenian and Associates, LLC., has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq.; that, pursuant to P.L. 2004, c. 19, would bar the award of this contract in the one-year period commencing January 1, 2018, to any of the following named candidate committee, joint-candidates committee, or political-party committee representing the elected officials of the Borough of Roselle Park as defined pursuant to N.J.S.A. 19:44A-3 (p), (q) and (r). The undersigned and all persons listed below understand that they are barred from making such contributions during the term of this contract.

**Part II – Ownership Disclosure Certification**

[x] I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- ☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☒ Limited Liability Company      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jeffrey R. Surenian	1206 Rue Ave., Point Pleasant, NJ 08742 100%

**Part III – Signature and Attestation:**

The undersigned is fully aware that if he/she has misrepresented in whole or in part this affirmation and certification, he/she and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Jeffrey R. Surenian and Associates, LLC

Signed: Jeffrey R. Surenian Title: Managing Member

Print Name: Jeffrey R. Surenian Date: 11/28/18

Subscribed and Sworn to before me this 28 day of  
November, 2018.

Jacalyn A. Springer  
(Affiant)

My Commission expires:

(Corporate Seal)

JACALYN A. SPRINGER  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPTEMBER 15, 2023  
(Print Name & title of affiant)



**BOROUGH OF ROSELLE PARK**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant to N.J.S.A. 19:44A-20.8

The following is a statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-to-Play Law” (P.L. 2004, c. 19, as amended by P.L. 2005, c. 51)**

**19:44A-20.6 Certain Contributions Deemed as Contributions by Business Entity**

5. When a business entity is a natural person, a contribution by that person’s spouse or child residing therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions Relative to Certain Campaign Contributions**

6. As used in sections 2 through 12 of this act: “Business Entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association, or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction. “Interest” means the ownership or control of more than 10% of the profits or assets of a business entity, or 10% of the stock, in the case of a business entity that is a corporation for the profit, as appropriate.

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The Term “political party committee” means the State committee of a political party, as organized pursuant to R.S. 19:5-4; any county committee of a political party, as organized pursuant to R.S. 19:5-3; or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c. 83 (C.19:44A-9), for the purpose of receiving contributions and making expenditures.

r. The term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c. 83 (c.19:44A-9) by at least two candidates for the same elected public offices in the same election in a legislative district, county, municipality, or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection, the offices or members of the Board of Chosen Freeholders and county executive shall be deemed to be the same elective public offices in a county, and the offices of mayor and members of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, Expenditures, Reports, Requirements**

**BOROUGH OF ROSELLE PARK**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant to N.J.S.A. 19:44A-20.8

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection, without further adjustment by the commission, in the manner prescribed by section 22 of P.L.1993, c. 65 (C.19:44A-7.2).”

# **EXHIBIT 3**

**To 2019 Proposed Contract for Professional Services**

# Supreme Court of New Jersey

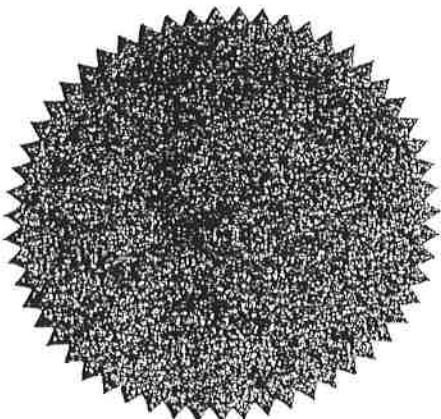


## Certificate of Good Standing

This is to certify that **JEFFREY R SURENIAN**  
(No. **024231983**) was constituted and appointed an Attorney at Law of New Jersey on **December 15, 1983** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.



In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
6TH day of September, 20 18

Clerk of the Supreme Court

# Supreme Court of New Jersey

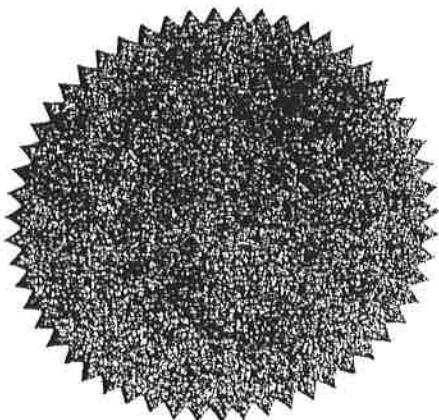


## Certificate of Good Standing

This is to certify that **MICHAEL ALDO JEDZINIAK**  
(No. **012832001**) was constituted and appointed an Attorney at Law of New Jersey on **November 14, 2001** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.



In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
6TH day of September, 20 18

Clerk of the Supreme Court

# Supreme Court of New Jersey

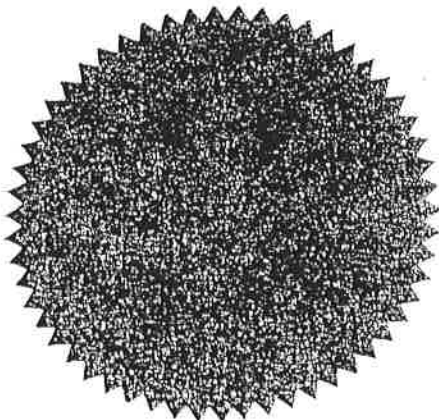


## Certificate of Good Standing

*This is to certify that* **ERIK C NOLAN**  
(No. **014032006**) *was constituted and appointed an Attorney at Law of New Jersey on* **November 30, 2006** *and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.*

*I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.*

*Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.*



*In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this*  
6TH day of September, 20 18

*Mark [Signature]*  
Clerk of the Supreme Court

# Supreme Court of New Jersey

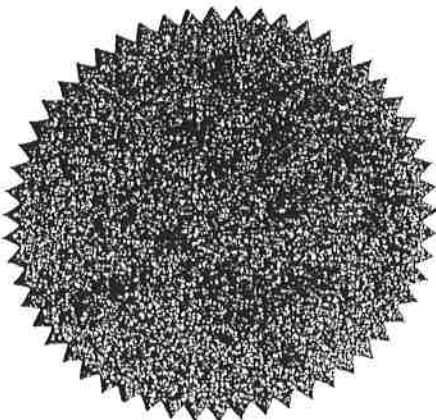


## Certificate of Good Standing

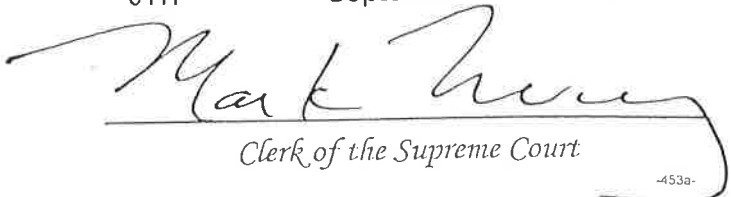
This is to certify that **MICHAEL J EDWARDS**  
(No. **032112012**) was constituted and appointed an Attorney at Law of New  
Jersey on **May 01, 2013** and, as such,  
has been admitted to practice before the Supreme Court and all other courts of this State  
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in  
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if  
the Court's records reflect that the attorney: 1) is current with all assessments imposed as a  
part of the filing of the annual Attorney Registration Statement, including, but not  
limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not  
suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this  
State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-  
12.

Please note that this Certificate does not constitute confirmation of an attorney's  
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice  
law in this State.



In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
6TH day of September, 20 18

  
Clerk of the Supreme Court

# Supreme Court of New Jersey



## Certificate of Good Standing

This is to certify that **CHRISTINE MARIE FAUSTINI**  
(No. **023361993**) was constituted and appointed an Attorney at Law of New Jersey on **December 21, 1993** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.

In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this

15TH day of November, 2018

Clerk of the Supreme Court



# EXHIBIT D

## BOROUGH OF ROSELLE PARK

### SUBMISSION CHECKLIST

THE FOLLOWING ITEMS, AS INDICATED BELOW <input checked="" type="checkbox"/> , SHALL BE PROVIDED WITH THE RECEIPT OF SEALED SUBMISSIONS		Initial Here
<input checked="" type="checkbox"/>	Completed RFP Checklist	JRS
<input checked="" type="checkbox"/>	Completed Submission Form / Qualification Statement	JRS
<input checked="" type="checkbox"/>	Statement of Ownership Disclosure	JRS
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	JRS
<input checked="" type="checkbox"/>	Required EEO/Affirmative Action Evidence & Signed Compliance Notice	JRS
<input checked="" type="checkbox"/>	Acknowledgement of Americans with Disabilities Act Language of 1990	JRS
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	JRS
<input checked="" type="checkbox"/>	Insurance Requirement Acknowledgement Form	JRS
<input checked="" type="checkbox"/>	Certification Regarding Political Contributions	JRS
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate of Vendor	JRS
<input checked="" type="checkbox"/>	W-9 of Vendor	JRS

This checklist is provided for vendor's use in assuring compliance with required documentation; however, it does not include all submission requirements and does not relieve the vendor of the need to read and comply with the RFP.

Name of Vendor: Jeffrey R. Surenian + Assoc. LLC Date: 11/26/18

Signature: X. Jeffrey R. Surenian

Print Name: Jeffrey R. Surenian

Title: Managing Member

## STATEMENT OF OWNERSHIP DISCLOSURE

(Continued)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Jeffrey R. Surenian 100%	1206 Rue Ave. Pt. Pleasant, NJ 08742

### Part III

#### **DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

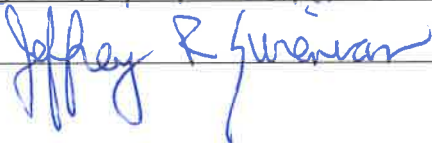
**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Jeffrey R. Surenian	1206 Rue Ave Pt Pleasant NJ 08742

**STATEMENT OF OWNERSHIP DISCLOSURE**  
(Continued)

**Part IV**  
**Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Roselle Park is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Roselle Park to notify the Borough of Roselle Park in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Borough of Roselle Park to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jeffrey R. Surenian	Title:	Managing Member
Signature:		Date:	11/25/18

**BOROUGH OF ROSELLE PARK**

**NON-COLLUSION AFFIDAVIT**

State of NJ  
County of Ocean

ss:

I, Jeffrey R. Surenian of the City of Point Pleasant in  
the County of Ocean and State of New Jersey full age, being duly  
sworn according to law on my oath depose and say that:

I am Managing Member of the firm of Jeffrey R. Surenian + Assoc, LLC  
(Title or Position) (Name of Firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Roselle Park relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by Roselle Park (name of contractor).

Subscribed and sworn to

before me this 28 day  
of November, 2018.

Jacalyn A. Springer

Notary public of

**JACALYN A. SPRINGER**  
**A NOTARY PUBLIC OF NEW JERSEY**

My Commission expires MY COMMISSION EXPIRES SEPTEMBER 15, 2023

X. Jeffrey R. Surenian  
Signature

Jeffrey R. Surenian, Managing  
(Type or print name of affiant under signature) Member

**BOROUGH OF ROSELLE PARK**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE  
AND GENERAL SERVICE CONTRACTS**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY:

Jeffrey R Surenian & Assoc., LLC

SIGNATURE:

Jeffrey R Surenian

PRINT NAME:

Jeffrey R Surenian

TITLE:

Managing Member

DATE:

11/28/15

**BOROUGH OF ROSELLE PARK**

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted Borough employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**(Continued)**

without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.



## BOROUGH OF ROSELLE PARK

### AMERICANS WITH DISABILITIES ACT OF 1990

#### Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The undersigned vendor consents to the full understanding of the forgoing Americans with Disabilities Act Language of 1990:

Bidder/Vendor: Jeffrey R Surenian + ABSOC, LLC

Signature: Jeffrey R Surenian

Full Name (Print): Jeffrey R Surenian

Title: Managing Member

Date: 11/28/18

**BOROUGH OF ROSELLE PARK**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

**PLEASE CHECK EITHER BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the form below. (PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES).

Name: \_\_\_\_\_

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**  
**(Continued)**

**CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Borough of Roselle Park is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Borough of Roselle Park to notify the Borough of Roselle Park in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Borough of Roselle Park and that the Borough of Roselle Park at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jeffrey R. Surenian  
Signature: Jeffrey R. Surenian  
Title: Managing Member  
Date: 11/28/15  
Bidder/Vendor: Jeffrey R. Surenian + ASSOC. LLC

**BOROUGH OF ROSELLE PARK**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the Borough Clerk's Office upon award of contract by the governing body

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

**PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

SIGNATURE: Jeffrey R. Surenian DATE: 11-28-2018  
Jeffrey R. Surenian, Managing  
(Printed Name & Title) Member

**BOROUGH OF ROSELLE PARK**

**CERTIFICATION REGARDING POLITICAL CONTRIBUTIONS**

STATE OF NEW JERSEY

: SS.

COUNTY OF Ocean

I, Jeffrey R. Surenian, Managing Member of the firm of Jeffrey R. Surenian + Assoc., LLC in the County of Ocean and the State of New Jersey, of Jeffrey R. Surenian full age, being duly sworn according to law on my oath depose and say that:

I am the Managing Member of the firm of Jeffrey R. Surenian + Assoc., LLC, the Professional Service Entity making the submissions for the above named Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity acknowledges that it is aware that the Borough of Roselle Park pursuant to Section 2-4 of the Borough Code prohibits the awarding of any public contract to any Professional Service Entity that has contributed in excess of two hundred (\$200.00) dollars to a campaign committee of any Borough of Roselle Park candidate or holder of the public office having ultimate responsibility for the award of the contract, or to any Borough of Roselle Park or Union County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting Borough of Roselle Park municipal candidates or municipal officeholders, within one (1) calendar year immediately preceding the date of the contract or agreement.

I further warrant that pursuant to Roselle Park Borough Section 2-4, a "professional service provider" seeking a public contract means: an individual, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a service provider includes all principals who own one (1%) percent or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the provider as well as any subsidiaries directly controlled by the service provider.

I further warrant that I have reviewed Borough Code Section 2-4.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment for contempt of Court.

Subscribed and sworn to before me  
this 28 day of November 2018

Jacalyn A. Springer  
(Signature of Notary)

JACALYN A. SPRINGER  
NOTARY PUBLIC OF NEW JERSEY  
(Affix Seal) MY COMMISSION EXPIRES SEPTEMBER 15, 2023

Jeffrey R. Surenian  
(Signature of Professional)  
Name: Jeffrey R. Surenian  
Title: Managing Member



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JEFFREY R SURENIAN AND ASSOCIATES LIMITED  
LIABILITY COMPANY

**Trade Name:**

**Address:** 707 UNION AVENUE STE 301  
BRIELLE, NJ 08730

**Certificate Number:** 1145488

**Effective Date:** April 26, 2005

**Date of Issuance:** June 18, 2008

**For Office Use Only:**  
20080618144139309

Date:



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Jeffrey R. Surenian and Associates, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

**707 Union Avenue, Suite 301**

City, state, and ZIP code

**Brielle, NJ 08730**

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Employer identification number

2 7 - 0 1 1 9 4 4 3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*Jeffrey R. Surenian*

Date ▶

11/28/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov/w9](http://IRS.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.